

CONRAIL

RECORDATION NO. 9661-^H Filed 1425

FEB 23 1979 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

9-0541062

No.

Date FEB 23 1979

Fee \$10.00

ICC Washington, D. C.

February 22, 1979

H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mr. Homme:

We herewith present the following document for recordation pursuant to section 11303 of Title 49 of the United States Code:

Supplement No. I to Lease of Railroad Equipment
Pursuant to Conrail 1978 Trust No. II.

This document supplements a Lease of Railroad Equipment pursuant to Conrail 1978 Trust No. II which was recorded with the Commission on August 28, 1978 at 3:30 P.M. and received recordation number 9661. Certain other documents related to the Lease were filed at that time and received recordation numbers 9302-A through 9302-F.

The enclosed document has been executed in five counterparts, each of which has been joined together to form one document. You are welcome to keep the signed copy. Could you please stamp the two xerox copies with your recordation number and return them to the individual presenting them for recordation.

Enclosed is our check for \$10.00 to cover the recordation fee for the amendment and two supplements.

If you have any questions, please call me at (215) 594-4201. Thank you for your assistance.

Sincerely yours,

Joseph T. Rowan

Joseph T. Rowan
Corporate Counsel

JTR:ld
Enclosures

RECEIVED
FEE OPERATION BR.
I.C.C.
FEB 23 12 30 PM '79

FEB 23 12 30 PM '79

RECEIVED

Counterpart William O. Clark

Interstate Commerce Commission
Washington, D.C. 20423

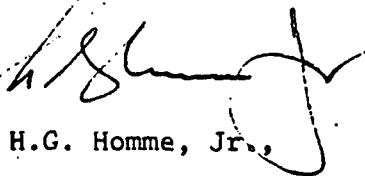
OFFICE OF THE SECRETARY

Joseph T. Rowan
Conrail
6 Penn Center
Philadelphia, Pennsylvania 19101

Dear Mr. Rowan:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on February 23, 1979 at 12:40 PM, and assigned recordation number(s) 9661-~~H~~

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

FEB 23 1979 - 12 40 PM

SUPPLEMENT NO. I TO LEASE
OF RAILROAD EQUIPMENT
PURSUANT TO CONRAIL 1978 TRUST NO. II.

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. I, dated as of December 1, 1978, to LEASE OF RAILROAD EQUIPMENT, dated as of January 2, 1978 (hereinafter called the "Lease"), between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, and MANUFACTURERS NATIONAL BANK OF DETROIT, as Trustee under a Restated and Amended Trust Agreement for Conrail 1978 Trust No. II (the "Trust Agreement") restated and amended as of February 15, 1978 and dated as of January 2, 1978, with FORD MOTOR CREDIT COMPANY, THE BUDD LEASING CORP. and GOULD LEASING INC. (collectively, the "Beneficiaries").

In accordance with the third paragraph of § 3 of the Lease, the parties hereby agree to an adjustment of the Rentals and Casualty Values for Box Cars accepted after October 4, 1978 and not after December 31, 1978 as follows:

(a) Casualty Values for Box Cars accepted after October 4, 1978 and not after December 31, 1978 shall be those set forth in the Annex hereto in lieu of the Casualty Values set forth in Schedule B to the Lease.

(b) Rentals for each Box Car accepted after October 4, 1978 and not after December 31, 1978, shall be: 47 consecutive quarterly payments each in an amount equal to 2.5963% of the Cost of such Box Car followed immediately by 12 consecutive quarterly payments each in an amount equal to 1.29815% of the Cost of such Box Car.


(c) The Interim Rental Term with respect to each such Box Car shall be from the Closing Date to, but not including, January 10, 1979 and the Rental Amount for each day as defined in the Lease for the Interim Rental Term shall remain the same.

All terms used herein have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed on the date set forth below their respective signatures, as of December 1, 1978.

MANUFACTURERS NATIONAL BANK OF DETROIT,
as trustee, Lessor

By


Authorized Officer

Date

1-29-79

CONSOLIDATED RAIL CORPORATION,
Lessee

By

Title

Date

Pursuant to Section 9.01(b) of the Trust Agreement,
the Beneficiaries hereby consent to and authorize and direct
the Lessor to execute and deliver the foregoing Supplement
No. I.

FORD MOTOR CREDIT COMPANY

By _____

Date _____

THE BUDD LEASING CORP.

By _____

Date _____

GOULD LEASING INC.

By _____

Date _____

SCHEDULE B TO LEASE

Casualty Values for Boxcars Revised as of December 1, 1978 For Deliveries Accepted After October 4, 1978 and not After December 31, 1978 Pursuant to Section 3 of the Lease.

<u>Date</u> <u>(10th Day of Each Month)</u>	<u>Percent of Cost</u> <u>Boxcars</u>	<u>Date</u> <u>(10th Day of Each Month)</u>	<u>Percent of Cost</u> <u>Boxcars</u>
1/79 and Prior	103.11%	10/86	54.07
4/79	102.80	1/87	52.26
7/79	102.79	4/87	50.42
10/79	102.80	7/87	48.57
1/80	102.71	10/87	46.71
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7/80	102.25	4/88	42.97
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1/81	101.36	10/88	39.29
4/81	100.82	1/89	37.46
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10/82	89.65	7/90	26.72
1/83	88.64	10/90	25.01
4/83	87.58	1/91	24.61
7/83	86.44	4/91	24.21
10/83	85.49	7/91	23.83
1/84	83.86	10/91	23.45
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7/84	74.91	4/92	22.62
10/84	73.49	7/92	22.20
1/85	72.02	10/92	21.77
4/85	70.51	1/93	21.32
7/85	68.94	4/93	20.84
10/85	67.58	7/93	20.44
1/86	65.48	10/93	20.07
4/86	57.57	1/94 and Thereafter	20.00
7/86	55.84		

STATE OF PENNSYLVANIA)
) ss.:
CITY OF PHILADELPHIA)

On this , before me personally
appeared , to me personally known, who,
being by me duly sworn, says that he is a
of CONSOLIDATED RAIL CORPORATION, that one of the seals
affixed to the foregoing instrument is the corporate seal
of said corporation, that said instrument was signed and
sealed on behalf of said corporation by authority of its
Board of Directors, and he acknowledged that the execution
of the foregoing instrument was the free act and deed of
said corporation.

NOTARY PUBLIC

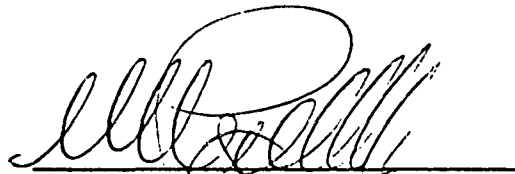
[Notarial Seal]

My Commission expires

STATE OF MICHIGAN)
) ss.:
COUNTY OF WAYNE)

On this 1-29-79 , before me personally appeared DONALD E. BLACK , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of MANUFACTURERS NATIONAL BANK OF DETROIT, that one of the seals affixed to the foregoing instrument is the seal of said national bank, as such Trustee and not in its individual capacity, that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank in said capacity.

[Notarial Seal]


Notary Public
CHARLES J. PAVELLA
Notary Public Wayne County, Mich.
My Commission Expires Sept. 10, 1980

SUPPLEMENT NO. I TO LEASE
OF RAILROAD EQUIPMENT
PURSUANT TO CONRAIL 1978 TRUST NO. II.

SUPPLEMENT NO. I, dated as of December 1, 1978, to LEASE OF RAILROAD EQUIPMENT, dated as of January 2, 1978 (hereinafter called the "Lease"), between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, and MANUFACTURERS NATIONAL BANK OF DETROIT, as Trustee under a Restated and Amended Trust Agreement for Conrail 1978 Trust No. II (the "Trust Agreement") restated and amended as of February 15, 1978 and dated as of January 2, 1978, with FORD MOTOR CREDIT COMPANY, THE BUDD LEASING CORP. and GOULD LEASING INC. (collectively, the "Beneficiaries").

In accordance with the third paragraph of § 3 of the Lease, the parties hereby agree to an adjustment of the Rentals and Casualty Values for Box Cars accepted after October 4, 1978 and not after December 31, 1978 as follows:

(a) Casualty Values for Box Cars accepted after October 4, 1978 and not after December 31, 1978 shall be those set forth in the Annex hereto in lieu of the Casualty Values set forth in Schedule B to the Lease.

(b) Rentals for each Box Car accepted after October 4, 1978 and not after December 31, 1978, shall be: 47 consecutive quarterly payments each in an amount equal to 2.5963% of the Cost of such Box Car followed immediately by 12 consecutive quarterly payments each in an amount equal to 1.29815% of the Cost of such Box Car.

(c) The Interim Rental Term with respect to each such Box Car shall be from the Closing Date to, but not including, January 10, 1979 and the Rental Amount for each day as defined in the Lease for the Interim Rental Term shall remain the same.

All terms used herein have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed on the date set forth below their respective signatures, as of December 1, 1978.

MANUFACTURERS NATIONAL BANK OF DETROIT,
as trustee, Lessor

By _____
Authorized Officer

Date _____

CONSOLIDATED RAIL CORPORATION,
Lessee

By  _____

Title _____
Asst. Treas. & Mgr.

Date _____ 1/17/79

Pursuant to Section 9.01(b) of the Trust Agreement,
the Beneficiaries hereby consent to and authorize and direct
the Lessor to execute and deliver the foregoing Supplement
No. I.

FORD MOTOR CREDIT COMPANY

By _____

Date _____

THE BUDD LEASING CORP.

By _____

Date _____

GOULD LEASING INC.

By _____

Date _____

SCHEDULE B TO LEASE

Casualty Values for Boxcars Revised as of December 1, 1978 For Deliveries Accepted After October 4, 1978 and not After December 31, 1978 Pursuant to Section 3 of the Lease.

<u>Date</u> <u>(10th Day of Each Month)</u>	<u>Percent of Cost</u> <u>Boxcars</u>	<u>Date</u> <u>(10th Day of Each Month)</u>	<u>Percent of Cost</u> <u>Boxcars</u>
1/79 and Prior	103.11%	10/86	54.07
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10/85	67.58	7/93	20.44
1/86	65.48	10/93	20.07
4/86	57.57	1/94 and Thereafter	20.00
7/86	55.84		

STATE OF PENNSYLVANIA)
) ss.:
CITY OF PHILADELPHIA)

On this 1/17/79, before me personally appeared B. D. Wellmon, to me personally known, who, being by me duly sworn, says that he is a Asst. Treas. & Mgr. of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

Alfonso J. DiGregorio
NOTARY PUBLIC

ALFONSO J. DIGREGORIO

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires August 7, 1980

STATE OF MICHIGAN)
) ss.:
COUNTY OF WAYNE)

On this , before me personally
appeared , to me personally known,
who, being by me duly sworn, says that he is an Authorized
Officer of MANUFACTURERS NATIONAL BANK OF DETROIT, that one
of the seals affixed to the foregoing instrument is the seal
of said national bank, as such Trustee and not in its indi-
vidual capacity, that said instrument was signed and sealed
on behalf of said national bank by authority of its Board
of Directors, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
national bank in said capacity.

Notary Public

[Notarial Seal]

SUPPLEMENT NO. I TO LEASE
OF RAILROAD EQUIPMENT
PURSUANT TO CONRAIL 1978 TRUST NO. II.

SUPPLEMENT NO. I, dated as of December 1, 1978, to LEASE OF RAILROAD EQUIPMENT, dated as of January 2, 1978 (hereinafter called the "Lease"), between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, and MANUFACTURERS NATIONAL BANK OF DETROIT, as Trustee under a Restated and Amended Trust Agreement for Conrail 1978 Trust No. II (the "Trust Agreement") restated and amended as of February 15, 1978 and dated as of January 2, 1978, with FORD MOTOR CREDIT COMPANY, THE BUDD LEASING CORP. and GOULD LEASING INC. (collectively, the "Beneficiaries").

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(c) The Interim Rental Term with respect to each such Box Car shall be from the Closing Date to, but not including, January 10, 1979 and the Rental Amount for each day as defined in the Lease for the Interim Rental Term shall remain the same.

All terms used herein have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed on the date set forth below their respective signatures, as of December 1, 1978.

MANUFACTURERS NATIONAL BANK OF DETROIT,
as trustee, Lessor

By _____
Authorized Officer

Date _____

CONSOLIDATED RAIL CORPORATION,
Lessee

By _____

Title _____

Date _____

Pursuant to Section 9.01(b) of the Trust Agreement,
the Beneficiaries hereby consent to and authorize and direct
the Lessor to execute and deliver the foregoing Supplement
No. I.

FORD MOTOR CREDIT COMPANY

By *Ben J. H. L.*
Date *Associate Mgr. 6/1/68*

THE BUDD LEASING CORP.

By _____
Date _____

GOULD LEASING INC.

By _____
Date _____

SCHEDULE B TO LEASE

Casualty Values for Boxcars Revised as of December 1, 1978 For Deliveries Accepted After October 4, 1978 and not After December 31, 1978 Pursuant to Section 3 of the Lease.

<u>Date</u> <u>(10th Day of Each Month)</u>	<u>Percent of Cost</u> <u>Boxcars</u>	<u>Date</u> <u>(10th Day of Each Month)</u>	<u>Percent of Cost</u> <u>Boxcars</u>
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MANUFACTURERS NATIONAL BANK OF DETROIT,
as trustee, Lessor

By _____
Authorized Officer

Date _____

CONSOLIDATED RAIL CORPORATION,
Lessee

By _____

Title _____

Date _____

Pursuant to Section 9.01(b) of the Trust Agreement,
the Beneficiaries hereby consent to and authorize and direct
the Lessor to execute and deliver the foregoing Supplement
No. I.

FORD MOTOR CREDIT COMPANY

By _____

Date _____

THE BUDD LEASING CORP.

By *John W. R. Roney*

Date JAN 18 1979

GOULD LEASING INC.

By _____

Date _____

SCHEDULE B TO LEASE

Casualty Values for Boxcars Revised as of December 1, 1978 For Deliveries Accepted After October 4, 1978 and not After December 31, 1978 Pursuant to Section 3 of the Lease.

<u>Date</u> <u>(10th Day of Each Month)</u>	<u>Percent of Cost</u> <u>Boxcars</u>	<u>Date</u> <u>(10th Day of Each Month)</u>	<u>Percent of Cost</u> <u>Boxcars</u>
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SUPPLEMENT NO. I TO LEASE
OF RAILROAD EQUIPMENT
PURSUANT TO CONRAIL 1978 TRUST NO. II.

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MANUFACTURERS NATIONAL BANK OF DETROIT,
as trustee, Lessor

By _____
Authorized Officer

Date _____

CONSOLIDATED RAIL CORPORATION,
Lessee

By _____

Title _____

Date _____

Pursuant to Section 9.01(b) of the Trust Agreement,
the Beneficiaries hereby consent to and authorize and direct
the Lessor to execute and deliver the foregoing Supplement
No. I.

FORD MOTOR CREDIT COMPANY

By _____

Date _____

THE BUDD LEASING CORP.

By _____

Date _____

GOULD LEASING INC.

By Walter L. Lunn

Date 1/23/74

SCHEDULE B TO LEASE

Casualty Values for Boxcars Revised as of December 1, 1978 For Deliveries Accepted After October 4, 1978 and not After December 31, 1978 Pursuant to Section 3 of the Lease.

<u>Date</u> <u>(10th Day of Each Month)</u>	<u>Percent of Cost</u> <u>Boxcars</u>	<u>Date</u> <u>(10th Day of Each Month)</u>	<u>Percent of Cost</u> <u>Boxcars</u>
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